

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

**NATCHITOCHES CITY COUNCIL MEETING
JULY 22, 2013
5:30 P.M.**

A G E N D A

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. READING AND APPROVAL OF THE MINUTES OF JULY 8, 2013

5. PLANNING & ZONING – FINAL:

#033 Morrow Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows: Lot 11 Of Block 5 Of JHR Addition From R-3 Residential To B-1 Commercial To Construct A Church Parking Lot. Lot at corner of Amulet St. & Payne St. (**First Baptist Church, Amulet St.**)

#026 Payne Ordinance Declaring Certain Buildings Unsafe And Recommending That Same Be Demolished Or Put Into Repair To Comply With The Building Code, Authorizing Notice To Be Serviced, Fixing Hearing Date And Appointing Curator To Represent Absentees

- Councilwoman Sylvia Morrow left the meeting at this point and was absent for the remainder of the meeting.

6. ORDINANCES – INTRODUCTION:

#032 Mims Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Corrected Cooperative Endeavor Agreement With The Corrections Corporation Of America Whereby The City Of Natchitoches And The Corrections Corporation Of American Will Cooperate And Participate In A Program Wherein The Corrections Corporation Of American Will Provide Labor To Produce Hanging Baskets And Other Floral Displays For The City Of Natchitoches And The City Of Natchitoches Will Reimburse Start Up Costs, Provide Plants And Provide Instruction To Inmates

#034 Stamey Ordinance Revoking The Dedication Of A Portion Of East Third Street Between The Southern Right Of Way Of Whitfield Drive And The Centerline Of That Drainage Ditch Running East And West Between St. Clair Subdivision And Killarney Subdivision T The City Of Natchitoches, Declaring That Said Portion Of Street Is

Abandoned And The Dedication Revoked, Retaining An Easement Across, Providing For An Effective Date Of The Ordinance, And Saving Clause

#035 Nielsen Ordinance Renaming A Portion Of Washington Street, Providing For A Public Hearing, Providing For an Effective Date Of The Ordinance, Providing For Procedure In Remarking Street, And Providing For Designation Of Name Change On Public Records

7. **ORDINANCE – FINAL:**

#031 Mims Ordinance Authorizing The City To Enter Into A Contract And Agreement With Boys And Girls Club Of El Camino Royale, Inc., And Authorizing The Mayor To Execute Said Contract With Boys And Girls Club Of El Camino Royale, Inc. On Behalf Of The City Of Natchitoches And Further Authorizing The Finance Director Of The City Of Natchitoches To Transfer Funds From The 2013-2014 Budget

8. **RESOLUTIONS:**

#050 Payne Resolution Authorizing The Mayor To Advertise For Bids For Liquid Chlorine Approximately 75 Tons, For The Water Treatment Plant (**Bid No. 0540**)

#051 Morrow Resolution Authorizing The Mayor To Advertise For Bids For Potassium Permanganate, 25kg Containers Only, For The Water Treatment Plant (**Bid No. 0541**)

#052 Stamey Resolution Authorizing The Aviation Fuels Contract Between The City Of Natchitoches And Eastern Aviation Fuels, Inc., For The Purchase Of Aviation Fuels For Use Or Resale At The Natchitoches Regional Airport And Authorizing The Mayor, Lee Posey, To Execute The Aviation Fuels Contract With Eastern Aviation Fuels, Inc.

#053 Nielsen Resolution Authorizing The Mayor Of The City Of Natchitoches To Advertise And Accept Bids For The Removal Of Sludge From Chaplain's Lake At The City Of Natchitoches Water Treatment Plant (**Bid No. 0539**)

9. **REPORTS:** Pat Jones - Financial Report

10. **ADJOURNMENT:**

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, JULY 22, 2013 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, July 22, 2013 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilmen David Stamey, Dale Nielsen,
Councilman Larry Payne
Councilwoman Sylvia Morrow

Guests:

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Don Mims was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the July 8, 2013 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Nielsen. The roll call vote was as follows:

Ayes:	Payne, Nielsen, Mims, Stamey, Morrow
Nays:	None
Absent:	None

The following Ordinance was Introduced by Ms. Morrow and Seconded by Mr. Stamey as follows, to-wit:

ORDINANCE NO. 033 OF 2013

AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:

LOT 11 OF BLOCK 5 OF JHR ADDITION FROM R-3 RESIDENTIAL TO B-1 COMMERCIAL TO CONSTRUCT A CHURCH PARKING LOT.

(LOT AT THE CORNER OF AMULET ST. & PAYNE ST.)

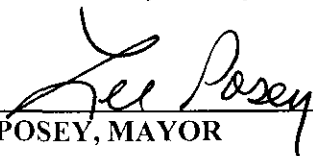
WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of July 2, 2013 that the request of First Baptist Church – 1200 Amulet Street to rezone the property described above from **R-3** Residential to **B-1** commercial to construct a church parking lot, be **APPROVED**.

THIS ORDINANCE was introduced on July 8, 2013 and published in the *Natchitoches Times* on July 13, 2013.


The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Stamey, Morrow, Payne, Nielsen, Mims
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 22nd day of July, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 23rd day of July, 2013 at 10:00 A.M.

The following Ordinance was Introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NO. 026 OF 2013

**AN ORDINANCE DECLARING CERTAIN BUILDINGS UNSAFE
AND RECOMMENDING THAT SAME BE DEMOLISHED OR PUT
INTO REPAIR TO COMPLY WITH THE BUILDING CODE, AUTHORIZING
NOTICE TO BE SERVICED, FIXING HEARING DATE AND APPOINTING
CURATOR TO REPRESENT ABSENTEES**

WHEREAS, the Director of Planning & Zoning and City Building Inspector have filed written reports with the City Council declaring that the buildings listed below are in a dangerous and unsanitary condition which makes them unsafe and endangering the public welfare, and recommending that said buildings be demolished or put in repair to comply with the Building Code, to-wit:

1. Leonard Holden
3269 Posey Rd
Natchitoches, LA 71457

Lot 7 Blk 1 of Pinecrest Addition (1242 Holmes St.)

2. Verneisa T. Waldrup
202 Miranda Loop Apt. 2
Natchitoches, LA 71457

Lot 16 Block 5 of Bailey Heights (1110 Grace Ave.)

3. Ocie L. & Lee H. Johnson
P. O. Box 422
Natchitoches, LA 71457

Lot 11 Blk 10 of Bailey Heights (1109 Grace Ave.)

4. Paul D. Waldrup
1122 Grace Ave.
Natchitoches, LA 71457

Lot 17 Block 5 of Bailey Heights (1122 Grace Ave.)

5. Leslye W. Marsh
P. O. Box 250
Panama, OK 74951

3 Acres – In Lot 19 Sec. 43-9-7, As Shown by Map Attached to Original #91561 (425 Julia St.)

6. Rena Davis
C/O Edmond Davis
5301 Pate
Houston, TX 77016

Lot 4 Blk 7 of Ellis Dean Addition (1019 Allen St.)

7. Sammie B. Leon, Etal
616 Rowena St.
Natchitoches, LA 71457

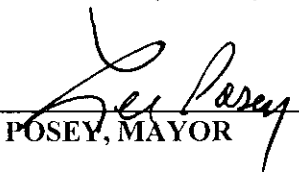
**Lot on North Side of Rowena St. Having 262.1 Feet Front by Depth of 123.1 Feet
Being a Portion of Lots 19, 20, 21, 22, 23 & 24 Blk F of Natchitoches Height (602
Rowena St.)**

This Ordinance was Introduced on June 10, 2013 and advertised in the *Natchitoches Times* on June 15, 2013.

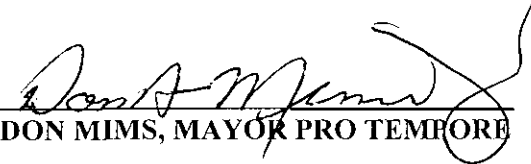
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Stamey, Morrow, Payne, Nielsen, Mims
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 22nd day of July, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 23rd day of July, 2013 at 10:00 A.M.

The following Ordinance was Introduced by Mr. Mims at the Natchitoches City Council meeting held on July 22, 2013 as follows:

ORDINANCE NO. 032 OF 2013

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO A CORRECTED COOPERATIVE ENDEAVOR AGREEMENT WITH THE CORRECTIONS CORPORATION OF AMERICA WHEREBY THE CITY OF NATCHITOCHES AND THE CORRECTIONS CORPORATION OF AMERICA WILL COOPERATE AND PARTICIPATE IN A PROGRAM WHEREIN THE CORRECTIONS CORPORATION OF AMERICA WILL PROVIDE LABOR TO PRODUCE HANGING BASKETS AND OTHER FLORAL DISPLAYS FOR THE CITY OF NATCHITOCHES AND THE CITY OF NATCHITOCHES WILL REIMBURSE START UP COSTS, PROVIDE PLANTS AND PROVIDE INSTRUCTION TO INMATES.

WHEREAS, the City of Natchitoches, Louisiana, (sometimes hereinafter referred to as "City") desires to reduce the cost associated with the hanging basket displays and other floral arrangements in the City of Natchitoches; and

WHEREAS FURTHER, the Corrections Corporation of America (sometimes hereinafter referred to as "CCA") desires to offer a training program in the preparation of hanging baskets and other floral arrangements to inmates at the Winn Correctional Facility, (sometimes hereinafter referred to as "facility"); and

WHEREAS FURTHER, the City and CCA have entered into Cooperative Agreements in the past with good results for both parties; and

WHEREAS FURTHER, CCA has agreed to provide the labor for the production of hanging baskets and other floral displays for display in the City and the City has agreed to provide training to inmates at the facility and to reimburse start up costs and costs of plants; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the arrangement with CCA will help lower the cost associated with hanging baskets and other floral displays and would thus be beneficial to the welfare of the citizens of the City and Parish of Natchitoches, Louisiana; and

WHEREAS FURTHER, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City and specifically has the right to enter into cooperative agreements; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to enter into a Cooperative Endeavor Agreement with the CCA for the preparation of hanging baskets and other floral arrangements for the City under the terms and conditions set forth in the attached Cooperative Endeavor Agreement; and

WHEREAS FURTHER, the City Council of the City of Natchitoches did approve a Cooperative Endeavor Agreement with the CCA by Ordinance Number 22 of 2013; and

WHEREAS FURTHER, subsequent to the approval of the Cooperative Endeavor Agreement, CCA made additional changes to the Cooperative Endeavor Agreement; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the proposed changes to the Cooperative Endeavor Agreement and has approved same; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute the corrected Cooperative Endeavor Agreement with the Corrections Corporation of America for the preparation of hanging baskets and other floral arrangements for the City.

BE IT FURTHER ORDAINED that the terms of the Cooperative Endeavor Agreement, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

**AGREEMENT
BETWEEN
THE CITY OF NATCHITOCHES
AND
CCA OF TENNESSEE, LLC
WINN CORRECTIONAL CENTER
A UNIT OF THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS
STATE OF LOUISIANA**

This Agreement is made by and between **THE CITY OF NATCHITOCHES, LOUISIANA**, a municipal corporation, hereinafter referred to as "**CITY**" with address of Post Office Box 37, Natchitoches, Louisiana 71457, represented herein by Lee Posey, Mayor, duly authorized to execute this Agreement by Ordinance No. 22 of 2013, *a certified* copy of which is attached hereto and made a part hereof, and **CCA OF TENNESSEE, LLC, WINN CORRECTIONAL CENTER, A UNIT OF THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS, STATE OF LOUISIANA**, hereinafter referred to as "**CCA**" or "Contractor", represented herein by its duly authorized undersigned officers and/or agents,

BOTH OF WHOM DECLARED AS FOLLOWS:

I. PURPOSE:

This Agreement is entered into for the express purpose of establishing a work assignment of inmates to work for the CITY to assist in the labor needed for the production of hanging baskets and other floral displays for the CITY. CCA will not perform any work that would be covered by any previous contract with an outside organization or union. Said work is to be done by CCA, as funds are available.

II. AUTHORITY:

Louisiana R.S. 15:832.

III. AGREEMENT:

It is understood that the inmate labor provided by CCA are not employees of the City of Natchitoches. It is also understood that the inmate labor provided herein is not authorized to work on or perform any duties which are under the duties of the employees/maintenance workers of the City of Natchitoches. Further, a request shall not be made for such inmate labor unless it has been certified, in writing, that there is no free worker displaced because of inmate labor used. Inmates placed under this program are not Federal employees for the purpose of law administered by the Officer of Personnel Management and do not have title to any Federal, State, or Parish benefits such as insurance, retirement or leave.

IV. TERMS:

The terms of this agreement shall be specifically related to labor for the production of hanging baskets and other floral displays for the CITY. In the event of an emergency situation involving the security of the correctional facility, the Department of Public Safety and Corrections/CCA may immediately suspend the terms of this agreement during the existence of the emergency without prior notice to the City of Natchitoches. The Mayor of the City of Natchitoches shall be informed of such suspension as soon as is practicable. This agreement shall commence on July 1, 2013 and will terminate on June 30, 2014. This agreement may be renewed for additional one (1) year terms each year thereafter upon both parties providing written intentions to renew at least thirty (30) days prior to July 1 of each year. The Agreement may be terminated by mutual agreement of both parties, CCA and the CITY, in writing and with authoritative signatures of both parties, and as otherwise set forth in Subsection C.7 below.

As a cooperative effort between the Department of Public Safety and Corrections, CCA Winn Correctional Center, and the CITY of Natchitoches for the purpose of achieving benefit for the parties and the State of Louisiana, the following agreements are made.

A. The City of Natchitoches agrees to:

1. Assign fully qualified and experienced employees to provide the technical directions for CCA work supervisor on all programs undertaken within the terms of this agreement.
2. Advise its personnel that they shall not mail or deliver letters for inmates, barter, gamble, or furnish money, alcohol, drugs or tangible goods to any inmate or CCA employee, nor furnish any other items or substance prohibited by CCA.
3. Provide all essential tools, equipment, safety equipment *and/or* specialty protective clothing, training and material to conduct the project work to be performed by the inmates except when agreed upon in advance that CCA will furnish all or port of the tools, equipment and materials for specified projects.
4. Provide training to inmates at the facilities for the production of hanging baskets and growing of plants for display in the City.
5. Provide all plants, planting materials, containers and start-up costs for production of plant growth and arrangements.
6. The City of Natchitoches is responsible for the pickup and distribution of finished baskets.

B. CCA Winn Correction Center agrees to:

1. Provide all labor associated with growing, maintaining and production of plants as part of the training program under the direction of the City of Natchitoches Horticulturist of the staff of CCA.
2. Furnish inmates assigned to the horticulture class appropriate instruction and promoting growth of plants.
3. In connection with the performance of work under this agreement, not to discriminate against any inmate because of age, sex, race, religion, color or national origin.

4. Meet the compliance requirements of Executive Order 11755.
5. Submit periodic billing for all reimbursable expenses to the City of Natchitoches, Attention: Finance Director, Post Office Box 37, Natchitoches, Louisiana 71458-0037.

C. It is mutually agreed:

1. Work to be performed will be based on the needs of the City of Natchitoches and shall be agreed upon by both parties in the annual work and financial plan prepared prior to July 1, 2013 through June 30, 2014 and then annually prior to July for each coming year.
2. That nothing in this agreement shall be construed as obligating the City of Natchitoches to expend, or as involving the City of Natchitoches in any appropriations authorized by law and any appropriations authorized by law and administratively made available for this work.
3. That no employee or elected official of the City of Natchitoches shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall be construed to extend to this agreement if made with a corporation for its general benefit.
4. The City of Natchitoches personnel shall submit progress reports on the inmate under their technical administration upon request by CCA. The CITY shall not be liable for the misconduct, unauthorized absence of inmates, sickness, accidents or death of individuals engaged in any activity conducted under this agreement, unless caused by the negligence of the CITY, its employees or agents.
5. Both parties agree and understand that should an assignment inmate trainee opt for "Double Good Time" as provided by L.A.R.S. 15:571.14, that in effect results in diminution of sentence, said wages earned by affected trainee will be deposited in the Inmate Welfare Fund for the betterment of all trainees assigned to CCA Winn Correctional Center.
6. In accordance with Department Regulation No. C-01-022 "Sexual Assault and Sexual Misconduct", the Contractor agrees to report allegations of sexual misconduct, respond to investigation inquiries and participate in training as directed by the Department of Public Safety and Corrections. Included in the regulation are the SEXUAL ASSAULT AND SEXUAL MISCONDUCT WITH INMATES Acknowledgement form and the Louisiana Criminal Code: La. R.S. 14: 134 Malfeasance in Office Form, both to be signed by the Contractor and made a part of the contract. Should the regulation be modified or amended, the Contractor will be notified and shall comply with the regulation as modified or amended.

Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Office of the Governor, Division of Administration, Department of Public Safety and Corrections/Corrections Services Internal Audit Division, Office of the Inspector General, Federal Government and/or other such designated body the right to inspect, review, and audit all books and records, including those of subcontractors, (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to the services rendered under this agreement, (including any and all documents, data, and other materials, in whatever form they may be kept, which support or underlie those books and records). This right extends to all books, records, and data kept by or under the control of the

Contractor, including but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. The Contractor further grants full, unrestricted access to all necessary personnel and resources, and will cooperate fully during such inspections, reviews, and audits.

The Contractor agrees such inspections, reviews, and audits may be conducted during normal business hours at the business location(s) where such books, records, and data are maintained and/or stored. Those performing such inspections, reviews, and audits are granted direct access to all data pertaining and supporting services under this agreement, and have a right to use general audit software and other reporting tools against the data files and/or databases. The Contractor further grants the right to audit the Contractor's disaster recovery, and business continuance plans to ensure all books, records, and data will be sufficiently protected in the event of a prolonged outage or disaster.

Contractor is expected to comply with federal and/or state laws regarding an audit of its operation as a whole or of specific program activities. If an audit is performed within the agreement period, for any reason, a copy of the audit engagement letter and final audit report shall be sent to the Office of the Louisiana Legislative Auditor, Office of Inspector General, Department of Public Safety & Corrections/Corrections Services Internal Audit Division, and Department of Corrections Procurement and Contractual Review Division.

7. Either party may terminate this agreement at any time by providing written notice to the other party.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representatives to execute this agreement this day the ____ th day of _____, 20__ :

CITY OF NATCHITOCHES

LEE POSEY, MAYOR

CCA OF TENNESSEE, LLC

TIM KEITH, WARDEN

DEPARTMENT OF PUBLIC SAFETY & CORRECTIONS

THOMAS C. BICKHAM, III, DIRECTOR

Mr. Payne asked did we not have something similar to this recently. Stacy McQueary, City Clerk, stated after the final vote CCA (Corrections Cooperation of America) made minor changes to the contract and therefore we had to reintroduce the ordinance and the ordinance will be up for a final vote at the next City Council meeting.

The following Ordinance was Introduced by Mr. Stamey at the Natchitoches City Council meeting held on July 22, 2013 as follows:

ORDINANCE NO. 034 OF 2013

AN ORDINANCE REVOKING THE DEDICATION OF A PORTION OF EAST THIRD STREET BETWEEN THE SOUTHERN RIGHT OF WAY OF WHITFIELD DRIVE AND THE CENTERLINE OF THAT DRAINAGE DITCH RUNNING EAST AND WEST BETWEEN ST. CLAIR SUBDIVISION AND KILLARNEY SUBDIVISION TO THE CITY OF NATCHITOCHES, DECLARING THAT SAID PORTION OF STREET IS ABANDONED AND THE DEDICATION REVOKED, RETAINING AN EASEMENT ACROSS THE FORMER STREET FOR PUBLIC UTILITY PURPOSES, PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE, AND SAVINGS CLAUSE

WHEREAS, an application has been made to the City of Natchitoches by Margaret B. Pierson and Samuel W. Nelken and Selma C. Nelken, requesting the revocation of the dedication of a portion of a street known as East Third Street, but limited to that portion of East Third Street which is located South of the right of way of Whitfield Drive and bounded on the South by a drainage ditch that runs East and West along the boundary between St. Clair Subdivision and Killarney Subdivision to the City of Natchitoches and which said portion of street is bounded on the East by Lot 1 of Block 1 of Killarney Addition to the City of Natchitoches, owned by Margaret B. Pierson, and on the West by Lot 7 of Block 2 of Killarney Subdivision owned by Samuel W. Nelken and Selma C. Nelken, and

WHEREAS FURTHER, that portion of the right of way of East Third Street to be abandoned is more fully described as follows, to-wit:

From the Northeast corner of Lot 1 of Block 1 of Killarney Subdivision as shown and depicted on a survey dated August 18, 1947 and recorded at Conveyance Book 204, page 646; thence in a southerly direction along the eastern boundary of Lot 1 Block 1 of Killarney Subdivision a distance of 177.5 feet to the Southeast corner of Lot 1 of Block 1 of Killarney Subdivision; thence in an easterly direction a distance of 40 feet to the Southwest corner of Lot 7 of Block 2 of Killarney Subdivision; thence in a northerly direction, along the western boundary of Lot 7 Block 2 of Killarney Subdivision a distance of 176 feet to the Northwest corner of Lot 7 of Block 2 of Killarney Subdivision; thence in a westerly direction, along the southern right of way of Whitfield Drive, a distance of 40 feet, to the point of beginning.

WHEREAS FURTHER, the City has made an examination of the matter and has determined that this portion of East Third Street is not used by the public, has not been used by the public for many, many years, and is not needed by the public for anything other than a right-of-way for public utility purposes which may be placed in the future, and

WHEREAS FURTHER, the City Council is of the opinion that the property will not be needed for any public purposes in the foreseeable future, and

WHEREAS FURTHER, the said portion of East Third Street which will be abandoned is not paved and has no value to anyone except the adjoining property owners, and

WHEREAS FURTHER, the said portion of East Third Street above described is not being used for public access and the City Council is of the opinion that the said portion of East Third Street, above described, should be abandoned and the dedication revoked;

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, in legal session convened as follows:

SECTION I: That all of that portion of East Third Street which is located South of the right of way of Whitfield Drive and bounded on the South by a drainage ditch that runs East and West along the boundary between St. Clair Subdivision and Killarney Subdivision to the City of Natchitoches and which said portion of street is bounded on the East by Lot 1 of Block 1 of Killarney Addition to the City of Natchitoches, owned by Margaret B. Pierson, and on the West by Lot 7 of Block 2 of Killarney Subdivision owned by Samuel W. Nelken and Selma C. Nelken, is hereby declared to be abandoned and no longer needed for public purposes whatsoever, and it is further declared that said portion of East Third Street has not been used by the public and there is no necessity for its use by the public in the foreseeable future.

SECTION II: That the portion of East Third Street to be abandoned is more fully described as follows, to-wit:

From the Northeast corner of Lot 1 of Block 1 of Killarney Subdivision as shown and depicted on a survey dated August 18, 1947 and recorded at

Conveyance Book 204, page 646; thence in a southerly direction along the eastern boundary of Lot 1 Block 1 of Killarney Subdivision a distance of 177.5 feet to the Southeast corner of Lot 1 of Block 1 of Killarney Subdivision; thence in an easterly direction a distance of 40 feet to the Southwest corner of Lot 7 of Block 2 of Killarney Subdivision; thence in a northerly direction, along the western boundary of Lot 7 Block 2 of Killarney Subdivision a distance of 176 feet to the Northwest corner of Lot 7 of Block 2 of Killarney Subdivision; thence in a westerly direction, along the southern right of way of Whitfield Drive, a distance of 40 feet, to the point of beginning.

SECTION III: That portion of East Third Street above described is hereby declared to be abandoned and insofar as same may have been dedicated as a public way, said dedication is hereby declared revoked.

SECTION IV: Under the provisions of Louisiana Revised Statutes 48:701, the City Council declares that the soil embracing the former right-of-way of the above described portion of East Third Street shall, and does hereby revert to the present owners of the land contiguous thereto, in accordance with law, but subject to the following utility easement which is retained by the City.

SECTION V: It is understood that this Revocation applies only to the portion of East Third Street above described and the City specifically retains a permanent utility easement as described in the following section.

SECTION VI: The City of Natchitoches hereby retains a permanent easement over that portion of East Third Street hereinabove described, for all public utility purposes, including access to the drainage ditch that is situated at the southern end of the right of way being abandoned.

SECTION VII: That a copy of this Ordinance be recorded in the Conveyance Records of Natchitoches Parish, Louisiana.

SECTION VIII: That all other ordinances or parts of ordinances in conflict are hereby revoked.

SECTION IX: THIS ORDINANCE shall take effect after publication in accordance with law.

SECTION X: That if any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or

provision and shall not effect the remaining portions of the Ordinance which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provision herein.

This ordinance was introduced on the 22nd day of July, 2013, at a regular meeting of the City Council.

July 10, 2013

Margaret B. Pierson
219 Whitfield Drive
Natchitoches, Louisiana 71457

RE: Revocation and Abandonment of
a portion of East Third Street

Dear Mrs. Pierson:

Enclosed please find a draft of an Ordinance which will revoke and abandon that portion of East Third Street between from Whitfield Drive on the North to the drainage ditch on the South. We used the subdivision plat of Killarney Subdivision dated February 28, 1950 to described the area to be abandoned. Please note that these is a section dealing with reservation of an easement for utility purposes. There are no current plans for any utilities, but the City desires to reserve the easement in the event that it is needed in the future. You will have ownership of the western half of the right of way subject to the easement.

The City will need a formal written application from you and the Nelkens requesting that the right of way be abandoned. A simple letter directed to the Mayor requesting that the City revoke and abandon that portion of East Third Street lying between the southern right of way of Whitfield Drive and the drainage ditch will suffice. Or you may use the form enclosed.

Very truly yours,

Daniel T. Murchison, Jr.

July 10, 2013

Samuel W. Nelken
Selma C. Nelken
309 Whitfield Drive
Natchitoches, Louisiana 71457

RE: Revocation and Abandonment of
a portion of East Third Street

Dear Sam and Selma:

At the request of Ms. Pierson we have prepared the enclosed draft of an Ordinance which will revoke and abandon that portion of East Third Street between from Whitfield Drive on the North to the drainage ditch on the South. We used the subdivision plat of Killarney Subdivision dated February 28, 1950 to described the area to be abandoned. Please note that these is a section dealing with reservation of an easement for utility purposes. There are no current plans for any utilities, but the City desires to reserve the easement in the event that it is needed in the future. You will have ownership of the eastern half of the right of way subject to the easement.

The City will need a formal written application from you and Ms. Pierson requesting that the right of way be abandoned. A simple letter directed to the Mayor requesting that the City revoke and abandon that portion of East Third Street lying between the southern right of way of Whitfield Drive and the drainage ditch will suffice. Or you may use the form enclosed.

Very truly yours,

Daniel T. Murchison, Jr.

_____(Date)

Hon. Lee Posey, Mayor
City of Natchitoches
Post Office Box 37
Natchitoches, Louisiana 71457

RE: Revocation and Abandonment of
a portion of East Third Street

Dear Mayor:

The purpose of this letter is to request that the City of Natchitoches revoke and abandon the right of way over and across that portion of East Third Street more fully described as follows:

From the Northeast corner of Lot 1 of Block 1 of Killarney Subdivision as shown and depicted on a survey dated August 18, 1947 and recorded at Conveyance Book 204, page 646; thence in a southerly direction along the eastern boundary of Lot 1 Block 1 of Killarney Subdivision a distance of 177.5 feet to the Southeast corner of Lot 1 of Block 1 of Killarney Subdivision; thence in an easterly direction a distance of 40 feet to the Southwest corner of Lot 7 of Block 2 of Killarney Subdivision; thence in a northerly direction, along the western boundary of Lot 7 Block 2 of Killarney Subdivision a distance of 176 feet to the Northwest corner of Lot 7 of Block 2 of Killarney Subdivision; thence in a westerly direction, along the southern right of way of Whitfield Drive, a distance of 40 feet, to the point of beginning.

Your consideration in this matter is greatly appreciated.

Very truly yours,

Margaret B. Pierson

_____(Date)

Hon. Lee Posey, Mayor
City of Natchitoches
Post Office Box 37
Natchitoches, Louisiana 71457

RE: Revocation and Abandonment of
a portion of East Third Street

Dear Mayor:

The purpose of this letter is to request that the City of Natchitoches revoke and abandon the right of way over and across that portion of East Third Street more fully described as follows:

From the Northeast corner of Lot 1 of Block 1 of Killarney Subdivision as shown and depicted on a survey dated August 18, 1947 and recorded at Conveyance Book 204, page 646; thence in a southerly direction along the eastern boundary of Lot 1 Block 1 of Killarney Subdivision a distance of 177.5 feet to the Southeast corner of Lot 1 of Block 1 of Killarney Subdivision; thence in an easterly direction a distance of 40 feet to the Southwest corner of Lot 7 of Block 2 of Killarney Subdivision; thence in a northerly direction, along the western boundary of Lot 7 Block 2 of Killarney Subdivision a distance of 176 feet to the Northwest corner of Lot 7 of Block 2 of Killarney Subdivision; thence in a westerly direction, along the southern right of way of Whitfield Drive, a distance of 40 feet, to the point of beginning.

Your consideration in this matter is greatly appreciated.

Very truly yours,

Samuel W. Nelken

Selma C. Nelken

Mr. Stamey stated the subdivision was put in 60 years ago and the street was never connected and has become a part of the property. I think the residents would like this cleared up as long as the utility department has the permission to get in there if needed.

Mayor Posey stated this has been done several times over the years in which we obtain right of usage in case there is an issue that the City would need to take care of.

The following Ordinance was Introduced by Mr. Nielsen at the Natchitoches City Council meeting held on July 22, 2013 as follows:

ORDINANCE NO. 035 OF 2013

AN ORDINANCE RENAMING A PORTION OF WASHINGTON STREET, PROVIDING FOR A PUBLIC HEARING, PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE, PROVIDING FOR PROCEDURE IN REMARKING STREET, AND PROVIDING FOR DESIGNATION OF NAME CHANGE ON PUBLIC RECORDS

WHEREAS, Washington Street is a dedicated public right of way which runs North and South, beginning on its southern end at its intersection with the right of way of Lafayette Street; and

WHEREAS FURTHER, as the improved right of way known as Washington Street continues to the South, beyond Lafayette Street, the name changes to Front Street; and

WHEREAS FURTHER, Front Street was recently the subject of a project which included the resetting of brick pavers, and the project continued North of Front Street to include a portion of Washington Street, including that area around the water fountain and extending approximately 110 feet North of the Northwest corner of the current intersection of Lafayette Street and Washington Street; and

WHEREAS FURTHER, the State of Louisiana has recently completed and opened The Louisiana Sports Hall of Fame and Northwest Louisiana History Museum (sometimes hereinafter "Museum") at the Northwest corner of the intersection of Lafayette Street and Washington Street; and

WHEREAS FURTHER, the Museum desires to use a Front Street address for marketing purposes and in fact is currently using an address of 800 Front Street, and has requested that the City of Natchitoches rename that portion of Washington Street situated in front of the Museum to Front Street; and

WHEREAS FURTHER, that area of the street that is laid in brick pavers currently continues beyond the North end of Front Street and continues 110 feet to the North, including that portion of Washington Street that is situated and located in front of the Museum; and

WHEREAS FURTHER, the above proposed change of name for a portion of Washington Street would not have any effect on the address of any other property other than the Museum; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that it is logical and desirable to include all that portion of the right of way that is overlaid with brick pavers within Front Street and further desires to rename that portion of Washington Street from its intersection with Lafayette Street and continuing 110 feet to the North as Front Street; and

NOW THEREFORE BE IT ORDAINED as follows, to-wit:

Section A. BE IT ORDAINED by the Mayor and the City Council of the City of Natchitoches in legal session convened, that the portion of that right of way referred to as Washington Street running from its southern terminus at its intersection with Lafayette Street and continuing to the North a distance of 110 feet be re-designated and renamed Front Street.

Section B. BE IT FURTHER ORDAINED that a Public Hearing is hereby called for the regular council meeting set for the 12th day of August, 2013, to consider this name change.

Section C. BE IT FURTHER ORDAINED that after the Public Hearing, and upon adoption of this ordinance, that the City Clerk be authorized and instructed to file a copy of the Ordinance with the Clerk for Natchitoches Parish.

Section D. BE IT FURTHER ORDAINED that appropriate street signs be installed to designate the name change.

Section E. BE IT FURTHER ORDAINED that this Ordinance shall go into effect upon publication as provided by law.

This Ordinance was introduced at a regular meeting of the City Council on the 22nd day of July, 2013.

Mayor Posey stated the State has requested a change of address for the museum from a marketing standpoint when giving directions they will know where to go if changed to Front Street. The Sports Hall of Fame is tremendous and we need to promote and sell this for our community.

Mr. Nielsen stated *it makes perfect sense* to change the address for the Sports Hall of Fame, but have any other businesses requested a change of address that close proximity to the museum.

Mayor Posey stated we are only changing the one address and since the State requested this we decided to make that change.

The following Ordinance was introduced by Mr. Mims and Seconded by Mr. Payne as follows, to-wit:

ORDINANCE NO. 031 OF 2013

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A CONTRACT AND AGREEMENT WITH BOYS AND GIRLS CLUB OF EL CAMINO ROYALE, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT WITH BOYS AND GIRLS CLUB OF EL CAMINO ROYALE, INC. ON BEHALF OF THE CITY OF NATCHITOCHES AND FURTHER AUTHORIZING THE FINANCE DIRECTOR OF THE CITY OF NATCHITOCHES TO TRANSFER FUNDS FROM THE 2013-2014 BUDGET

WHEREAS, the Boys and Girls Club of El Camino, Inc., (hereinafter sometimes referred to as "Club") is a Louisiana non-profit corporation that provides activities and education opportunities to the youth of Natchitoches in five areas: character and leadership development, education and career development, health and life skills, the arts, and sports fitness and recreation; and

WHEREAS, the Club provides the above activities with the goal of enhancing the development of youth by instilling a sense of competence, a sense of usefulness, a sense of belonging, and a sense of power or influence; and

WHEREAS, the Club provides activities at the Martin Luther King, Jr. Recreational Center, located at 660 MLK Drive, Natchitoches, Louisiana 71457; as well as other locations in the City and Parish of Natchitoches; and

WHEREAS, the City Council is of the opinion that the activities offered by the Club for youth are beneficial to the health, welfare, and safety of the citizens of the City of Natchitoches; and

WHEREAS, under the general law and the Home Rule Charter of the City of Natchitoches, the **CITY** has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City, including the right to provide for recreation and activities; and

WHEREAS, the City is interested in, and is empowered to promote recreation and activities of young people through wholesome activities through the Club, which may be contracted for, and the City is particularly desirous of cooperating with the private sector in organizing and running activities for the youth of the City and area; and

WHEREAS, the City of Natchitoches takes cognizance of the fact that the Club is providing an excellent program of activities for the youth of our City, which programs benefit many young people and could not be duplicated for the money by public funds, and further takes cognizance of the fact that the City is interested in promoting wholesome activities which promote the general health, welfare and safety of the citizens of the City of Natchitoches; and the City further being desirous to cooperate with the private sector in organizing and running activities for the youth of our City, and for this consideration and other considerations all of which is more fully set forth in the attached agreement; and

WHEREAS, the City of Natchitoches and the Club have negotiated a contract for the 2013-2014 fiscal year wherein the Club will continue to provide programs and activities for the youth of the City and as consideration for this contract and the services rendered by the Club, the City of Natchitoches agrees to pay to the Club, for the fiscal year 2013-2014, the sum of Twelve Thousand

Five Hundred and No/100 (\$12,500.00) Dollars, said payment to be made for the fiscal year beginning June 1, 2013 through May 31, 2014; and

WHEREAS, it shall be a condition of the Contract and Agreement and a part of the consideration that the Club will segregate the funds provided by the City and the Club agrees to use the funding provided by the City at a City owned recreational centers; and

WHEREAS, it shall be a further condition of the Contract and Agreement and a part of the consideration that the Club will offer an all day summer program at a City owned recreational centers; and

NOW THEREFORE BE IT ORDAINED that the contract for services, attached hereto, for the 2013-2014 fiscal year wherein the Club will continue to provide programs and activities for the youth of the City and specifically those services detailed in the contract for services, and as consideration for this contract and the services rendered by the Club, the City of Natchitoches agrees to pay to the Club, for the fiscal year 2013-2014, the sum of Twelve Thousand Five Hundred and No/100 (\$12,500.00) Dollars, said payment to be made for the fiscal year beginning June 1, 2013 through May 31, 2014 is hereby approved.

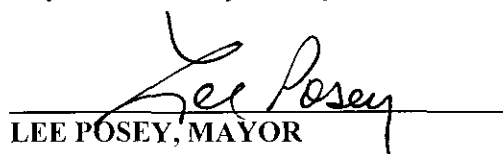
NOW THEREFORE BE IT FURTHER ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor is hereby authorized to execute the attached Contract and Agreement between the City of Natchitoches and the Boys & Girls Club of El Camino, Inc.

THIS ORDINANCE was introduced on July 8, 2013 and published in the *Natchitoches Times* on July 13, 2013.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Stamey, Payne, Nielsen, Mims
NAYS:	None
ABSENT:	Morrow
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 22nd day of July, 2013.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 23rd day of July, 2013 at 10:00 A.M.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

CONTRACT FOR SERVICES

BE IT KNOWN AND REMEMBER that on this the 30th day of July, 2013, personally came and appeared:

The City of Natchitoches, Municipal Corporation, represented hereby by Lee Posey, Mayor, with mailing address of 700 Second Street, Natchitoches, Louisiana 71457, hereinafter referred to sometimes as "City"

and

Boys and Girls Club of El Camino, Inc., a Louisiana nonprofit corporation, represented hereby by Norwood Jackson, President, P. O. Box 2063, Natchitoches, Louisiana 71457, hereinafter called "Club"

Both of whom declare as follows:

WHEREAS, Club operates a program for boys and girls in the City of Natchitoches, with approximately 290 youthful participants in said program; and

WHEREAS FURTHER, the club provides activities to the youth of Natchitoches in five areas: character and leadership development, education and career development, health and life skills, the arts, and sports fitness and recreation.

WHEREAS FURTHER, the Club provides the above activities with the goal of enhancing the development of youth by instilling a sense of competence, a sense of usefulness, a sense of belonging, and a sense of power or influence.

WHEREAS FURTHER, the Club offers activities for boys and girls including after school programs; and

WHEREAS FURTHER, the Club also offers Summer programs for boys and girls; and

WHEREAS FURTHER, the Club offers a tutorial program for boys and girls; and

WHEREAS FURTHER, the City Council is of the opinion that the activities offered by the Club for youth are beneficial to the health, welfare, and safety of the citizens of the City of Natchitoches; and

WHEREAS FURTHER, the educational and recreational services provided by the Club to youthful resident of the City could not be reproduced by the City; and

WHEREAS FURTHER, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City, including the right to provide for recreation

and activities; and

WHEREAS FURTHER, the City is interested in, and is empowered to promote recreation and activities of young people through wholesome activities through the Club, which may be contracted for, and the City particularly desirous of cooperating with the private sector in organizing and running activities for the youth of the City and area; and

WHEREAS FURTHER, the City of Natchitoches takes cognizance of the fact that the Club is providing an excellent program of activities for the youth of our City, which programs benefit many young people and could not be duplicated for the money by public funds, and further takes cognizance of the fact that the City is interested in promoting wholesome activities which promote the general health, welfare and safety of the citizens of the City of Natchitoches; and the City further being desirous to cooperate with the private sector in organizing and running activities for the youth of our City; and

WHEREAS FURTHER, the City acknowledges the educational and recreational services provided by the Club to the residents of the City and deems it to be in the best interest of the youth and the citizens of the City to contract with the Club to carry on the recreational and educational on the following terms and conditions:

NOW THEREFORE, the parties do hereby contract and agree as follows, to wit:

Club agrees to continue to operate and provide programs for boys and girls in the City of Natchitoches, in accordance with the rules and regulations of its governing body.

Club covenants and agrees that the program will be open to all children in the City.

Club agrees to continue to operate educational and recreational programs.

The Club further agrees to handle all registration and each and every other administrative function that may be necessary to carry on the programs.

The Club agrees to segregate the funds provided by the City under this agreement and to use all of the funds provided by the City under this agreement to provide services at City owned recreational centers.

The Club further agrees to offer and operate an all day summer program for the youth of the City of Natchitoches at City owned recreational centers.

The Club Youth further agrees to carry hospitalization insurance and accidental death and dismemberment insurance on all of the participants in the program and will pay the premiums for this insurance with its own funds. The City of Natchitoches agrees to cover all of its own personal property with insurance.

It is understood and agreed that the Club will have access to facilities at the Martin Luther King, Jr. Recreational Facility in order to provide tutorial programs, and any other facilities as may be hereinafter designated by the Recreational Director of the City of Natchitoches. The City of Natchitoches reserves the right to schedule the use of these facilities through the Recreational Director of the City of Natchitoches.

As a further consideration for this contract and the services rendered by the Club, the City of Natchitoches agrees to pay to the Club, for the fiscal year 2013-2014, the sum of Twelve Thousand Five Hundred and No/100 (\$12,500.00) Dollars, said payment to be made for the fiscal year beginning June 1, 2013 through May 31, 2014.

It is understood and agreed that the Recreation Director for the City of Natchitoches shall be the coordinating spokesman for the City of Natchitoches in connection with any programs offered by the Club in City owned facilities and the Recreation Director for the City of Natchitoches shall be consulted in scheduling programs in City owned facilities.

It is understood and agreed that this is a contract, for services, and the employees, agents, representatives, and all other persons connected with the Club shall not be considered to be employees of the City of Natchitoches, in any respect, it being the intention of this contract to contract out certain programs offered by the Club, the City being cognizant of the fact that the Club is able to offer programs more efficiently, and economically, than the City. The City takes cognizance of the fact that the Club uses volunteer help and contributions from private sources.

The term of this contract is from June 1, 2013, through May 31, 2014, but the contract will renew for five additional one year terms unless either party gives notice to the other 30 days prior to the end of the initial term or any one year renewal that they desire to terminate the contract. Such notice shall be in writing and provided to the other party at the address set forth in the appearance clause above.

THUS DONE AND PASSED before me the undersigned Notary Public and subscribing witnesses on the day, month and year first hereinabove written at Natchitoches, Natchitoches Parish, Louisiana.

WITNESSES:

Stacy McVeaury

CITY OF NATCHITOCHES

BY:

Lee Posey
Lee Posey, Mayor

BOYS AND GIRLS CLUB OF EL CAMINO, INC.

Hannah Wernig

BY:

Norwood Jackson
Norwood Jackson, Vice President

Edd R. Lee
NOTARY PUBLIC

Print Name Edd R. Lee

Notary # 15749

There was no discussion on the ordinance. Ms. Morrow had left the meeting at this time and therefore was recorded as absent for the remainder of the votes.

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to –wit:

RESOLUTION NO. 050 OF 2013

**A RESOLUTION AUTHORIZING THE MAYOR
TO ADVERTISE FOR BIDS FOR LIQUID CHLORINE,
APPOXIMATELY 75 TONS,
FOR THE WATER TREATMENT PLANT**

BID NO. 0540

WHEREAS, the City wishes to advertise for bids for Liquid Chlorine, approximately 75 tons, for the Water Treatment Plant, Bid No. 0540; and

WHEREAS, sealed bid proposals will be received until 4:00 p.m. on August 26, 2013 at the office of Edd Lee, Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana and opened on August 26, 2013; and

WHEREAS, bids will be publicly opened and read aloud at 4:00 PM on Monday, August 26, 2013 at the City of Natchitoches Purchasing Department located at 1400 Sabine Street, Natchitoches, Louisiana 71457.

WHEREAS, upon receipt of proposals the committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman At Large; and Bryan Wimberly, Utility Director, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey
NAYS:	None
ABSENT:	Morrow
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4

Ayes to 0 Nays on this 22nd day of July, 2013.



LEE POSEY, MAYOR

BID INVITATION

DATE: July 22, 2013

FROM: City of Natchitoches
Purchasing Department
1400 Sabine Street
Natchitoches, LA 71457

BID NO. 0540

BID TITLE: Liquid Chlorine – Water Treatment Plant

SEALED BID PROPOSALS WILL BE
RECEIVED UNTIL 4PM,

August 26, 2013

AT THE OFFICE OF EDD LEE,
DIRECTOR OF PURCHASING, 1400
SABINE STREET, NATCHITOCHES, LA
71457.

FOR ADDITIONAL INFORMATION
CONTACT THE FOLLOWING:

You may bid online by logging into:
www.bidexpress.com
For any questions about using the site please
call the help number [888-352-BIDX \(2439\)](tel:888-352-BIDX)

Edd Lee
DIRECTOR OF PURCHASING
(318) 357-3824

INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals **must** be received on the Bid Proposal Form, Page #3 or attachments thereto prior to opening date and time to be considered. **Please Note: Bids must be submitted on the supplied forms or attachments to be considered.** Late proposals will be returned unopened. Bids will be opened at 4:00 PM, August 26, 2013, at the Purchasing Department, located at 1400 Sabine St., Natchitoches, LA 71457.
2. Bids shall be plainly marked as to the bid number, name of the bid, and bid opening date on the outside of the envelope **contained in this package for this purpose.** This supplied envelope will be completely sealed and mailed or delivered to the Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457.
3. Any submitted article deviating from the specifications **must** be identified and have full descriptive data accompanying same, failure to provide the appropriate information **shall** be just cause for rejection of the bid. Deviations **must** be submitted on separate sheet or sheets.
4. All work and supplies are to be quoted FOB Natchitoches and delivered to the **Water Treatment Plant, 115 Mill St., Natchitoches, LA 71457, Monday thru Friday, 7:00 AM to 3PM only.**
5. The City of Natchitoches reserves the right to reject any and all bids, requires submitted bids remain in force for a period of sixty (60) days after opening or until award is made, which ever comes first.
6. Prices quoted shall include all transportation and delivery costs.
7. The Purchasing Department assumes responsibility for the correctness and clarity of the bid, and all information and/or questions pertaining to this bid shall be directed to the Director of Purchasing.
8. The conditions and terms of this bid will be considered when evaluating for award.
9. The City of Natchitoches is exempt from all state taxes.
10. Contact is to be made directly to the control room of the treatment plant prior to delivery, this area is in a controlled arena. Direct phone access: 318-357-3888 to schedule a date and time for delivery.

BID PROPOSAL

PLEASE MARK YOUR SEALED BID ENVELOPE: BID NO. **0540**

DESCRIPTION	QUANTITY	PRICE PER TON
Liquid Chlorine	(75) Tons (approx)	\$ _____

ALL ITEMS LISTED IN THIS BID WILL BE DELIVERED TO:
CITY OF NATCHITOCHE, WATER TREATMENT PLANT, 115 MILL ST.,
NATCHITOCHE, LA 71457

BIDDER MUST COMPLETE THE FOLLOWING

PRICES HELD FIRM FOR DURATION OF CONTRACT: _____ YES _____ NO
PRICES HELD FIRM FOR A PERIOD OF: _____ CALENDER DAYS
BID ACCEPTANCE PERIOD OF: _____ CALENDER DAYS
DISCOUNT TERMS: _____ PER CENT (%)
DELIVERY WILL BE COMPLETED WITHIN: _____ CALENDER DAYS AFTER
RECEIPT OF CONTRACT, ORDER OR OTHER FORM AS NOTICE OF AWARD.

THE UNDERSIGNED BIDDER DECLARES THAT HE HAS SPECIFIC AND LEGAL
AUTHORIZATION TO OBLIGATE HIMSELF AND /OR HIS FIRM TO THE TERMS
OF THIS BID AND FURTHER THAT HE HAS EXAMINED THE INVITATION TO
BID, THE INSTRUCTIONS TO BIDDERS AND THE SPECIFICATIONS AND
HEREBY PROMISES AND AGREES THAT IF THIS BID IS ACCEPTED HE WILL
FAITHFULLY FULFILL THE TERMS OF THIS BID TOGETHER WITH ALL
GUARANTEES AND WARRENTIES RELATING THERETO. ANY AND ALL
EXCEPTIONS HAVE BEEN NOTED WITHIN.

_____	_____
BIDDER	MAILING ADDRESS
_____	_____
SIGNATURE	CITY STATE/ZIP
_____	_____
TYPE/PRINT NAME	DATE
_____	_____
TELEPHONE	TITLE

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to -wit:

RESOLUTION NO. 051 OF 2013

**A RESOLUTION AUTHORIZING THE MAYOR
TO ADVERTISE FOR BIDS FOR POTASSIUM
PERMANGANATE, 25kg CONTAINERS ONLY,
FOR THE WATER TREATMENT PLANT**

BID NO. 0541

WHEREAS, the City wishes to advertise for bids for Potassium Permanganate, 25 kg containers only, for the Water Treatment Plant, Bid No. 0541; and

WHEREAS, sealed bid proposals will be received until 4:00 p.m. on August 26, 2013 at the office of Edd Lee, Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana and opened on August 26, 2013; and

WHEREAS, bids will be publicly opened and read aloud at 4:00 PM on Monday, August 26, 2013 at the City of Natchitoches Purchasing Department located at 1400 Sabine Street, Natchitoches, Louisiana 71457.

WHEREAS, upon receipt of proposals the committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman At Large; and Bryan Wimberly, Utility Director, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey
NAYS:	None
ABSENT:	Morrow
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 22nd day of July, 2013.



LEE POSEY, MAYOR

BID INVITATION

DATE: July 22, 2013

FROM: City of Natchitoches
Purchasing Department
1400 Sabine Street
Natchitoches, LA 71457

BID NO. 0541

BID TITLE: Potassium Permanganate – Water Treatment Plant

SEALED BID PROPOSALS WILL BE
RECEIVED UNTIL 4PM,

August 26, 2013

AT THE OFFICE OF EDD LEE,
DIRECTOR OF PURCHASING, 1400
SABINE STREET, NATCHITOCHES, LA
71457.

FOR ADDITIONAL INFORMATION
CONTACT THE FOLLOWING:

You may bid online by logging into:
www.bidexpress.com

For any questions about using the site please
call the help number [888-352-BIDX \(2439\)](tel:888-352-BIDX)

Edd Lee
DIRECTOR OF PURCHASING
(318) 357-3824

INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals **must** be received on the Bid Proposal Form, Page #4 or attachments thereto prior to opening date and time to be considered. **Please Note: Bids must be submitted on the supplied forms or attachments to be considered.** Late proposals will be returned unopened. Bids will be opened at 4:00 PM, August 26, 2013, at the Purchasing Department, located at 1400 Sabine St., Natchitoches, LA 71457.
2. Bids shall be plainly marked as to the bid number, name of the bid, and bid opening date on the outside of the envelope **contained in this package for this purpose.** This supplied envelope will be completely sealed and mailed or delivered to the Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457.
3. Any submitted article deviating from the specifications **must** be identified and have full descriptive data accompanying same, failure to provide the appropriate information **shall** be just cause for rejection of the bid. Deviations **must** be submitted on separate sheet or sheets.
4. All work and supplies are to be quoted FOB Natchitoches and delivered to the **City Water Treatment Remote Input Facility, located at 5969 Highway 1 Bypass, west of Brookshire's Grocery Store, Monday thru Friday, 7:00 AM to 3PM only.**
5. The City of Natchitoches reserves the right to reject any and all bids, requires submitted bids remain in force for a period of sixty (60) days after opening or until award is made, which ever comes *first*.
6. Prices quoted shall include all transportation and delivery costs.
7. The Purchasing Department assumes responsibility for the correctness and clarity of the bid, and all information and/or questions pertaining to this bid shall be directed to the Director of Utilities, 318-357-3850.
8. The conditions and terms of this bid will be considered when evaluating for award. Please be aware that the City will order "on an as needed Basis" for the duration of this award. The quantity listed on page #4 is approximate and not final.
9. The City of Natchitoches is exempt from all state taxes.
10. Please be reminded, this bid covers only 25Kg containers.

11. Specifications for Potassium Permanganate quoted **must** match the attached specifications. Any brand quoted that matches the attached specification will be considered equal. **You MUST submit a copy of your specifications for the potassium permanganate you are submitting a bid on with your bid submittal.**

12. Contact is to be made directly to the control room of the treatment plant prior to delivery. This area is in a controlled location. Direct phone access: 318-357-3888 to schedule a date and time for delivery.

BID PROPOSAL

PLEASE MARK YOUR SEALED BID ENVELOPE: BID NO. **0541**

DESCRIPTION	QUANTITY	PRICE
Potassium Permanganate 25 Kg Containers Only	15 Tons (approx)	\$ lb.

The price quoted shall be in effect from October 1, 2013 thru September 30, 2014.

ALL ITEMS LISTED IN THIS BID WILL BE DELIVERED TO:
CITY OF NATCHITOCHEs, City Water treatment remote input facility located at 5969
Highway 1 By-Pass, west of Brookshire's, Natchitoches, LA 71457.

BIDDER MUST COMPLETE THE FOLLOWING

PRICES HELD FIRM FOR DURATION OF CONTRACT: YES NO
PRICES HELD FIRM FOR A PERIOD OF: CALENDER DAYS
BID ACCEPTANCE PERIOD OF: CALENDER DAYS
DISCOUNT TERMS: PER CENT (%)
DELIVERY WILL BE COMPLETED WITHIN: CALENDER DAYS AFTER
RECEIPT OF CONTRACT, ORDER OR OTHER FORM AS NOTICE OF AWARD.

THE UNDERSIGNED BIDDER DECLARES THAT HE HAS SPECIFIC AND LEGAL
AUTHORIZATION TO OBLIGATE HIMSELF AND /OR HIS FIRM TO THE TERMS
OF THIS BID AND FURTHER THAT HE HAS EXAMINED THE INVITATION TO
BID, THE INSTRUCTIONS TO BIDDERS AND THE SPECIFICATIONS AND
HEREBY PROMISES AND AGREES THAT IF THIS BID IS ACCEPTED HE WILL
FAITHFULLY FULFILL THE TERMS OF THIS BID TOGETHER WITH ALL
GUARANTEES AND WARRENTIES RELATING THERETO. ANY AND ALL
EXCEPTIONS HAVE BEEN NOTED WITHIN.

_____	_____
BIDDER	MAILING ADDRESS
_____	_____
SIGNATURE	CITY STATE/ZIP
_____	_____
TYPE/PRINT NAME	DATE
_____	_____
TELEPHONE	TITLE

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to –wit:

RESOLUTION NO. 052 OF 2013

A RESOLUTION AUTHORIZING THE AVIATION FUELS CONTRACT BETWEEN THE CITY OF NATCHITOCHES AND EASTERN AVIATION FUELS, INC., FOR THE PURCHASE OF AVIATION FUELS FOR USE OR RESALE AT THE NATCHITOCHES REGIONAL AIRPORT AND AUTHORIZING THE MAYOR, LEE POSEY, TO EXECUTE THE AVIATION FUELS CONTRACT WITH EASTERN AVIATION FUELS, INC.

WHEREAS, the City of Natchitoches (CITY) desires to provide for a reliable and stable source of aviation fuel for use and resale at the Natchitoches Regional Airport; and

WHEREAS FURTHER, a Aviation Fuels Contract has been negotiated with Eastern Aviation Fuels, Inc., which Contract provides for a three year term and two one year extensions; and

WHEREAS FURTHER, the Aviation Fuels Contract as approved by the Airport Manager and Airport Commission is attached hereto; and

WHEREAS FURTHER, having reviewed the attached Aviation Fuels Contract between the City and Eastern Aviation Fuels, Inc. and approving same, the City Council of the City of Natchitoches desires to authorize the Mayor, Lee Posy to execute the agreement on behalf of the CITY;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Natchitoches, in legal session convened, does hereby authorize, empower, and direct the Honorable Lee Posy, Mayor, to execute the Aviation Fuels Contract between Eastern Aviation Fuels, Inc., and the City of Natchitoches.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey
NAYS:	None
ABSENT:	Morrow
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4

Ayes to 0 Nays on this 22nd day of July, 2013.



LEE POSEY, MAYOR

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

AVIATION FUELS CONTRACT

THIS AGREEMENT, entered into this 25 day of July, **2013**, by and between **EASTERN AVIATION FUELS, INC.** of New Bern, North Carolina, hereinafter called "Seller" and **CITY OF NATCHITOCHES** hereinafter called "Buyer" as follows:

1. **AGREEMENT:** Seller agrees to sell and deliver, and Buyer agrees to purchase, receive and pay for from Seller, Buyer's entire requirements of aviation fuels for use or resale at the **Natchitoches Regional Airport**, at or near **Natchitoches, Louisiana**.

2. **TERM:** This contract shall remain in force for a period of three (3) years beginning on the **1st day of August, 2013**, with a two (2) year option and for successive periods of twelve months each. Either party can terminate contract the initial term or any option period with a written (30) thirty day notice. In the event of early termination, and all outstanding balances shall be due within 10 days.

3. **DELIVERIES:** The aviation fuels sold and purchased hereunder shall be the regular grade or grades of aviation fuels as currently supplied by EASTERN AVIATION FUELS, INC. and deliveries to Buyer hereunder shall be by tank truck at the place of business of Buyer at said Airport in approximately even quantities in such amounts (not less than I.C.C. minimum delivery at any one time) and at such times during business hours as Buyer may direct. It is understood that Seller's obligation hereunder is limited to such grade or grades of aviation fuels as are distributed by Seller, at the time and place of delivery hereunder.

4. **PRICING:** Buyer agrees to pay for the aviation fuels covered by this contract at Seller's posted dealer price, which is set as follows:

Jet-A w/ additive price will be based on the previous week's average of the published Gulf Coast Platts Index plus \$.05 margin and will be adjusted every Tuesday excluding holidays. The differential will exclude delivery, additive and any applicable taxes.

Avgas 100LL price will be based on Terminal Rack price plus \$.07 margin. This excludes delivery and any applicable taxes.

The Jet A with additive differential and freight may be adjusted for any third party increases beyond Seller's control. Any changes are subject to review and approval by buyer. Buyer may also request to review Seller's invoices for avgas and Jet-A w/ additive from Seller's suppliers. All pricing material provided is proprietary information and not permitted for distribution.

5. TERMS: Buyer agrees to pay cash at time of delivery for all such aviation fuels. If Seller shall extend credit to Buyer, Buyer agrees to pay for all such aviation fuels via EFT (Electronic Funds Transfer) 10 days from invoice date. Seller reserves the right to withdraw these terms and demand certified cash payments on delivery without assigning any cause for such action. The failure or refusal of Buyer to comply with the requirements which the Seller may impose hereunder as to payment shall entitle the Seller to suspend delivery pending such failure or refusal or to terminate this agreement forthwith. The suspension or termination of this agreement because of the failure of Buyer to perform any of the agreements herein contained shall not in any way prejudice Seller's other rights hereunder.

If Buyer's account with Eastern Aviation Fuels is in arrears, the Buyer hereby agrees that the Seller, at his discretion, may request credit card companies to reimburse Eastern Aviation Fuels with Buyer's credit card receipts and hereby authorizes the credit card company to send credit card reimbursement to Eastern Aviation Fuels.

It is further agreed that the Seller, in lieu of reimbursing Buyer for credit card receipts, may apply the reimbursement to the outstanding balance on Buyer's account.

6. ATTORNEY AND/OR COLLECTION FEES: If the Buyer becomes in default of the terms of this agreement, Buyer agrees to a late payment charge on any delinquent balance in the amount of 1.5% per month, 18.0% per annum or the maximum amount permitted by law from the date of default. Buyer agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance or the enforcement of this contract.

7. TAXES, FEES, AND AIRPORT CHARGES: Any tax or other charge imposed by any governmental authority or other agency upon the commodity herein sold, or on the production, sale, transportation, or delivery thereof, or any feature thereof or of this agreement, existing at the time of delivery thereunder, shall be added to the price hereunder and paid by Buyer.

8. FAILURE TO PERFORM: If Seller's supplier should at any time during the life of this contract discontinue the marketing of any or all grades of aviation fuels in Buyer's territory, Seller shall be relieved of all obligation to sell or deliver such discontinued grade or grades to Buyer and Buyer shall be at liberty to purchase such discontinued grade or grades from other sources.

9. CONDITIONS: All orders hereunder will be filled with reasonable promptness, but it is mutually agreed that Seller shall not be obligated to furnish goods hereunder, nor be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with its workers, lockouts, fires, foreign or domestic governmental authority, war conditions in this and any foreign country, accident, delays by railway or other methods of transportation, or other causes beyond its control, shall render it impossible for Seller to do.

10. TRADEMARKS: Seller grants to Buyer a nonexclusive, non-transferable

right to use the "Shell Aviation" brand or licensed trademark in connection with the sale of Aviation Fuel at Buyer's FBO. Buyer will conform to the branding rules of usage set forth by Seller. Nonconformance to these rules will result in the de-branding of the Buyer's FBO.

11. HEALTH, SAFETY & ENVIRONMENTAL ("HS&E") COMPLIANCE:

(a) Product Handling - Buyer shall exercise extreme caution in the storing, handling, and dispensing of Aviation Fuel, including daily inspection of all storage and dispensing equipment to prevent or eliminate contamination in any form, including commingling with other fuels. Buyer shall, immediately notify Seller of any instance of Aviation Fuel contamination or commingling with other fuels.

(b) Environmental Compliance - Buyer shall observe any and all federal, state, and municipal laws, ordinances, rules and regulations, user permits, and the like pertaining to the composition, handling, storage and dispensing of Aviation Fuel purchased hereunder including, without limitation, any and all laws, ordinances, rules and regulations pertaining to the volatility or vapor pressure of Aviation Fuel and the storage of same in aboveground or underground storage tanks. Buyer shall comply with any reasonable program instituted by Seller to assure compliance with any such laws, ordinances, rules and regulations.

12. INSURANCE TO BE MAINTAINED BY BUYER: Buyer shall purchase and maintain at Buyer's expense the following insurance coverage in order to be a branded Shell Aviation FBO:

(a) Commercial General Liability Insurance, including premises and operations as well as products/completed operations liability for aviation products and refueling operations with minimum limits of five hundred thousand dollars (\$500,000) without restrictive per person sub-limits for bodily injury and/or property damage.

(b) Name both Shell Aviation, d.b.a. Shell Oil Products Company U.S., LLC and Eastern Aviation Fuels, Inc., as additional insured parties with respect to liability arising from Buyers aviation operations. Operations including refueling, de-fueling and/or lubrication of aircraft.

Excess Aviation Refueling Liability Insurance in the amount of 50 million dollars (\$50,000,000) will be provided Buyer free of charge provided Buyer secures and maintains said underlying insurance.

In the event Buyer is able to secure said insurance, only with \$100,000 per-person sub-limits for bodily injury Buyer will be permitted to be a branded Shell Aviation FBO, but will not be eligible for the 50 million excess liability insurance.

Buyer may elect not to participate in the Excess Aviation refueling Liability Insurance program, but will be required to maintain insurance meeting the above criteria to be a branded Shell Aviation FBO.

13. NOTICES: Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested: This agreement can be terminated by either party in writing with thirty day notice

and all outstanding balances due within 10 days.

Incentive Agreement:

- ☐ 100,000 AeroClass Reward points (\$1000.00 value)
- ☐ Payoff (\$10,500.00) portable fuel tank to current fuel provider and ownership of tank transfers to City of Natchitoches at the end of the fuel agreement.
- ☐ Provide Total FBO software program or similar program including updates and support.
- ☐ \$2500 to be used toward marketing your FBO.
- ☐ Co-op program: \$ ½ per gallon purchased to be used annual toward marketing the Shell Aviation Brand.
- ☐ Shell Aviation Brand signage and rebrand fuel trucks.
- ☐ \$1000.00 toward special events annually.
- ☐ 0% processing for Shell Aviation credit cards.
- ☐ Annual Quality Control Training Seminars & Audit.
- ☐ Avcard at 1.95% fee for twelve (12) months and subject to renewal if agreed with Buyer and Seller.

14. Lease/Purchase of Avgas Tank: Seller will payoff a remaining balance of \$10,500.00 for a portable avgas tank only to be used and operated by Buyer. At the end of the three (3) year primary term, Buyer has the option to purchase the equipment for \$1.00. If at any time during the primary term of this agreement, buyer cancels this agreement with thirty (30) days written notice then buyer is obligated to purchase the equipment for the following amortization schedule:

At the completion of:

(3) years:	\$	1.00
(2) years:	\$	3492.00
(1) year:	\$	6996.00

or \$292.00 per month while the initial contract is active

SELLER: EASTERN AVIATION FUELS, INC.
Post Office Box 12327
New Bern, North Carolina 28561


Buyer: City of Natchitoches
450 Wallenberg Drive
Natchitoches, LA 71457

15. **MERGER:** There is no arrangement, agreement or understanding, by or between the contracting parties expressed or implied in any manner relating to the subject matters hereof nor herein specifically stated, and this Agreement shall not be altered or amended except in writing signed by both Buyer and Seller.


This the 25th day of July, 2013.

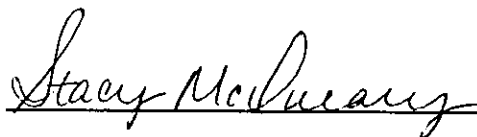
EASTERN AVIATION FUELS, INC.

By: 
Robert L. Stallings, III, President

WITNESS: 

City of Natchitoches

By: 

WITNESS: 

STATE OF GEORGIA,
COUNTY OF HARRIS.

AVIATION FUELS CONTRACT

THIS AGREEMENT, entered into this 30 day of July, 2013, by and between EASTERN AVIATION FUELS, INC. of New Bern, North Carolina, hereinafter called "Seller" and HARRIS COUNTY, GEORGIA hereinafter called "Buyer" as follows:

1. **AGREEMENT**: Seller agrees to sell and deliver, and Buyer agrees to purchase, receive and pay for from Seller, Buyer's entire requirements of aviation fuels for use or resale at the Harris County Airport, at or near 789 Sky Meadow Drive, Pine Mountain, Georgia.

2. **TERM**: This contract shall be for a period of one (1) year beginning on the 1st day of September, 2013, and terminating on August 31, 2014. The Contract shall automatically renew for four (4) successive periods of one (1) year each, unless and until terminated by either party upon notice in writing given at least sixty (60) days before the end of any such twelve-month period.

3. **DELIVERIES**: The aviation fuels sold and purchased hereunder shall be the regular grade or grades of aviation fuels as currently supplied by EASTERN AVIATION FUELS, INC. and deliveries to Buyer hereunder shall be by tank truck at the place of business of Buyer at said Airport in approximately even quantities in such amounts (not less than I.C.C. minimum delivery at any one time) and at such times during business hours as Buyer may direct. It is understood that Seller's obligation hereunder is limited to such grade or grades of aviation fuels as are distributed by Seller, at the time and place of delivery hereunder.

4. **PRICING**: Buyer agrees to pay for the aviation fuels covered by this contract at Seller's posted dealer price. As herein used, the words "Seller's posted dealer price" mean the price posted and displayed at the time of delivery, at Seller's office at location shown in paragraph 13 hereafter.

5. **TERMS**: Seller shall send an invoice to Buyer for the fuel which is delivered hereunder. ~~Buyer agrees to pay Seller by check within thirty (30) days of delivery for all such aviation fuels. Buyer may at its option pay for all such aviation fuels via electronic funds transfer ten (10) days from invoice date. The failure or refusal of Buyer to comply with the requirements as to payment shall entitle the Seller to suspend delivery pending such failure or refusal or to terminate this agreement forthwith. The suspension or termination of this agreement because of the failure of Buyer to perform any of the agreements herein contained shall not in any way prejudice Seller's other rights hereunder.~~

6. **ATTORNEY AND/OR COLLECTION FEES**: If the Buyer becomes in default of the terms of this agreement, Buyer agrees to a late payment charge on any delinquent balance in the amount of 1.5% per month, 18.0% per annum or the maximum amount permitted by law from the date of default. Buyer agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance or the enforcement of this contract.

7. **TAXES, FEES, AND AIRPORT CHARGES:** Any tax or other charge imposed by any governmental authority or other agency upon the commodity herein sold, or on the production, sale, transportation, or delivery thereof, or any feature thereof or of this agreement, existing at the time of delivery thereunder, shall be added to the price hereunder and paid by Buyer.

8. **FAILURE TO PERFORM:** If Seller's supplier should at any time during the life of this contract discontinue the marketing of any or all grades of aviation fuels in Buyer's territory, Seller shall be relieved of all obligation to sell or deliver such discontinued grade or grades to Buyer and Buyer shall be at liberty to purchase such discontinued grade or grades from other sources.

9. **CONDITIONS:** All orders hereunder will be filled with reasonable promptness, but it is mutually agreed that Seller shall not be obligated to furnish goods hereunder, nor be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with its workers, lockouts, fires, foreign or domestic governmental authority, war conditions in this and any foreign country, accident, delays by railway or other methods of transportation, or other causes beyond its control, shall render it impossible for Seller to do.

10. **TRADEMARKS:** Seller grants to Buyer a nonexclusive, non-transferable right to use the "Shell Aviation" brand or licensed trademark in connection with the sale of Aviation Fuel at Buyer's FBO. Buyer will conform to the branding rules of usage set forth by Seller. Nonconformance to these rules will result in the de-branding of the Buyer's FBO.

11. **HEALTH, SAFETY & ENVIRONMENTAL ("HS&E") COMPLIANCE:**

(a) Product Handling -Buyer shall exercise extreme caution in the storing, handling, and dispensing of Aviation Fuel, including daily inspection of all storage and dispensing equipment to prevent or eliminate contamination in any form, including commingling with other fuels. Buyer shall, immediately notify Seller of any instance of Aviation Fuel contamination or commingling with other fuels.

(b) Environmental Compliance -Buyer shall observe any and all federal, state, and municipal laws, ordinances, rules and regulations, user permits, and the like pertaining to the composition, handling, storage and dispensing of Aviation Fuel purchased hereunder including, without limitation, any and all laws, ordinances, rules and regulations pertaining to the volatility or vapor pressure of Aviation Fuel and the storage of same in aboveground or underground storage tanks. Buyer shall comply with any reasonable program instituted by Seller to assure compliance with any such laws, ordinances, rules and regulations.

12. **INSURANCE TO BE MAINTAINED BY BUYER:** Buyer shall purchase and maintain at Buyer's expense the following insurance coverage in order to be a branded Shell Aviation FBO:

(a) Commercial General Liability Insurance, including premises and operations as well as products/completed operations liability for aviation products and refueling operations with minimum limits of five hundred thousand dollars (\$500,000) without restrictive per person sub-limits for bodily injury and/or property damage.

(b) Name both Shell Aviation, d.b.a. Shell Oil Products Company U.S., LLC and Eastern Aviation Fuels, Inc., as additional insured parties with respect to liability arising from Buyers aviation operations. Operations including refueling, de-fueling and/or lubrication of aircraft.

Excess Aviation Refueling Liability Insurance in the amount of 50 million dollars (\$50,000,000) will be provided Buyer free of charge provided Buyer secures and maintains said underlying insurance.

In the event Buyer is able to secure said insurance, only with \$100,000 per-person sub-limits for bodily injury Buyer will be permitted to be a branded Shell Aviation FBO, but will not be eligible for the 50 million excess liability insurance program.

Buyer may elect not to participate in the Excess Aviation refueling Liability Insurance program, but will be required to maintain insurance meeting the above criteria to be a branded Shell Aviation FBO.

13. **NOTICES**: Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

SELLER: EASTERN AVIATION FUELS, INC.
Post Office Box 12327
New Bern, North Carolina 28561

BUYER: Harris County, Georgia
Attn: County Manager
Post Office Box 365
Hamilton, Georgia 31811

WITH COPY TO: Harris County Airport
Attn: Airport Manager
789 Sky Meadow Drive
Pine Mountain, Georgia 31823

14. **TERMINATION**. This Agreement may be terminated as otherwise provided in this Agreement or as follows:

(a) **Termination Without Cause**. This Agreement may be canceled without cause by either party upon sixty (60) days prior written notice.

(b) **Termination Upon Material Breach**. Either party may terminate this Agreement upon written notice if, within ten (10) days after delivery of a notice of material breach, the breaching party has not cured the material breach to the reasonable satisfaction of the non-breaching party.

15. **MEDIATION**: Seller and Buyer agree that any disputes between them arising out of this Agreement shall be attempted to be resolved by non-binding mediation, with a mediator to be selected by the parties. In the event that mediation fails to resolve the dispute, then either party may proceed with litigation in the Superior Court of Harris County, Georgia.

16. **GOVERNING LAW:** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Georgia. Jurisdiction and venue for any disputes arising hereunder shall be in Harris County, Georgia and in the Superior Court of Harris County, Georgia.

17. **MERGER:** There is no arrangement, agreement or understanding, by or between the contracting parties expressed or implied in any manner relating to the subject matters hereof nor herein specifically stated, and this Agreement shall not be altered or amended except in writing signed by both Buyer and Seller.

This the 30 day of July, 2013.

EASTERN AVIATION FUELS, INC.

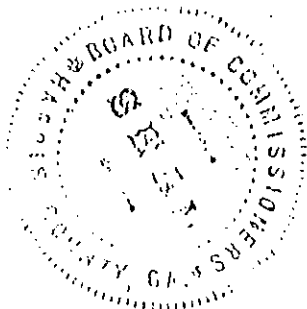
By: [Signature]
Robert L. Stallings, III, President

ATTEST: [Signature]

HARRIS COUNTY, GEORGIA

BY: [Signature]
J. Harry Lange, Chairman

ATTEST: [Signature]
Nancy D. McMichael, Clerk



Resolution NO. 19 2013

**Resolution: Authorizing the aviation fuels contract
between the City of Natchitoches and Eastern Aviation
Fuels, Inc.**

WHEREAS, the City of Natchitoches desires to provide for a reliable and stable source of aviation fuels for use and resale at the Natchitoches Regional Airport; and

WHEREAS FURTHER, a Aviation Fuels Contract has been negotiated with Eastern Aviation Fuels, Inc., which contract provides for a three year term and two one year extensions; and

WHEREAS FURTHER, the Aviation Fuels Contract between the City and Eastern Aviation Fuels, Inc. has been reviewed by the Airport Manager and the Natchitoches Airport Commission; and

NOW THEREFORE BE IT RESOLVED, the Natchitoches Airport Commission recommends that the Mayor, Lee Posey and City Council adopt the aviation fuels contract between the City of Natchitoches and Eastern Aviation Fuels, Inc. for the purchase and resale of aviation fuels at the Natchitoches Regional Airport.

THUS DONE AND SIGNED this 15TH day of July, 2013 as per agreement of the members of the Natchitoches Airport Commission at its regular monthly meeting held on Monday, July 15, 2013.


STANLEY SALTER, Chair

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to -wit:

RESOLUTION NO. 053 OF 2013

**A RESOLUTION AUTHORIZING THE MAYOR OF
THE CITY OF NATCHITOCHES TO ADVERTISE AND
ACCEPT BIDS FOR THE
REMOVAL OF SLUDGE FROM CHAPLAIN'S LAKE AT THE
CITY OF NATCHITOCHES WATER TREATMENT PLANT**

(BID NO. 0539)

WHEREAS, the City wishes to advertise for Public Bids for the Removal of Sludge from Chaplain's Lake at the City of Natchitoches Water Treatment Plant project (Bid No. 0539).

WHEREAS, sealed bid proposals will be received by the City of Natchitoches at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana 71457 until 4:00 p.m. on Tuesday, September 17, 2013.

WHEREAS, bids will be publicly opened and read aloud at 4:00 PM on Tuesday, September 17, 2013 at the City of Natchitoches Purchasing Department located at 1400 Sabine Street, Natchitoches, Louisiana 71457.

WHEREAS, after receipt of proposals the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; David Stamey, Councilman; Bryan Wimberly, Director of Utilities; and Norman Nassif of Nassif Engineering & Architecture, LLC, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey
NAYS:	None
ABSENT:	Morrow
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 22nd day of July, 2013.



LEE POSEY, MAYOR

ADVERTISEMENT FOR BIDS

**CITY OF NATCHITOCHES, LOUISIANA
(OWNER)**

Sealed Bids for REMOVAL OF SLUDGE FROM CHAPLAIN'S LAKE AT THE CITY OF NATCHITOCHES WATER TREATMENT PLANT (Bid No. 0539) will be received by the CITY OF NATCHITOCHES, LOUISIANA, at the PURCHASING DEPARTMENT, 1400 SABINE STREET, NATCHITOCHES, LA 71457 until 4:00 PM on TUESDAY, September 17, 2013. Bids will be publicly opened and read aloud at 4:00 PM on Tuesday, September 17, 2013 at the CITY OF NATCHITOCHES PURCHASING DEPARTMENT located at 1400 SABINE ST. NATCHITOCHES, LA 71457.

Electronic bids can be submitted through www.bidexpress.com

The Instructions To Bidders, Bid Form, form of Bid Bond, Agreement Between Owner and Contractor, forms of Performance and Payment Bonds, Drawings, Specifications and other Contract Documents may be examined at the office of the Engineer at:

Nassif Engineering & Architecture, LLC
270 Blanchard Road
Natchitoches, LA 71457
(318) 527-4409

Copies may be obtained from the Engineer, Nassif Engineering and Architecture, LLC, 270 Blanchard Road, Natchitoches, LA 71457, (318) 527-4409, upon payment of \$ 75.00 for each set.

Each Bid is to be accompanied by Bid Security as provided in the Instructions To Bidders and General Conditions. No Bidder may withdraw his Bid within forty-five (45) days after the actual date of opening thereof, except as prescribed in Louisiana Revised Statute 38:2214.C. The Owner reserves the right to waive any informality and to reject any or all Bids for just cause.

Bidder shall provide necessary evidence of authority to sign Bids on behalf of corporations and other legal entities in accord with Louisiana Revised Statute 22:12.O.

This project is classified as Municipal and Public Works Construction in accord with Louisiana Revised Statute 37:2163.

Date: July 22, 2013

/s/ Lee Posey
Mayor

Publishing Dates:

Saturday, August 10, 2013

Saturday, August 24, 2013

Saturday, September 7, 2013

CITY OF NATCHITOCHES
GENERAL FUND BUDGET REPORT
AS OF MAY 2013

	CURRENT MONTH				YEAR TO DATE			
	TOTAL BUDGET 12/13FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM- BRANCES	UNREALIZED AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	14,486,378	1,207,198	2,351,073	1,143,874.55	14,611,888		(125,510)	100.87%
EXPENDITURES								
DEPARTMENT:								
CITY HALL / FINANCE	538,096	44,841	60,499	(15,657.40)	482,635		55,461	89.69%
COMMUNITY DEVELOPMENT	691,210	57,601	111,269	(53,667.85)	696,125	0	(4,915)	100.71%
PLANNING & ZONING	244,159	20,347	34,776	(14,428.96)	226,509	0	17,650	92.77%
FIRE DEPARTMENT	2,962,610	246,884	626,051	(379,166.76)	3,197,629	0	(235,019)	107.93%
POLICE DEPARTMENT	4,415,279	367,940	821,743	(453,803.26)	4,630,279	0	(215,000)	104.87%
ANIMAL SHELTER	152,001	12,667	20,250	(7,583.44)	156,125	0	(4,124)	102.71%
PURCHASING	333,251	27,771	35,793	(8,022.57)	293,081	0	40,170	87.95%
CITY GARAGE	230,807	19,234	47,548	(28,314.42)	254,718	0	(23,911)	110.36%
RECREATION *2	870,369	72,531	99,847	(27,315.96)	853,518	0	16,851	98.06%
PUBLIC WORKS	1,434,011	119,501	218,570	(99,068.87)	1,510,558	0	(76,547)	105.34%
INDIRECT EXPENSE	2,397,163	199,764	229,980	(30,216.54)	1,977,602	0	419,561	82.50%
PROGRAMMING & PROMOTIONS	217,422	18,119	33,565	(15,446.92)	189,972	0	27,450	87.38%
TOTAL GENERAL FUND	14,486,378	1,207,198	2,339,891	(1,132,692.95)	14,468,751	0	13,936,428	99.88%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED	100%
% BUDGET EXPENDED	100%

CITY OF NATCHITOCHES
UTILITY (PROPRIETARY) FUND BUDGET REPORT
AS OF May 31, 2013

1

CURRENT MONTH

YEAR TO DATE

	TOTAL BUDGET 12/13 FY	MONTHLY BUDGET *1	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM- BRANCES	UNREALIZED / AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	40,687,097	3,390,591	3,289,210	(101,381)	34,138,030	6,549,067	83.90%

EXPENDITURES

DEPARTMENT:

UTILITY ADMINISTRATION	298,841	24,903	33,324	(8,421)	298,201	0	640	99.79%
WATER	2,056,551	171,379	253,586	(82,206)	2,306,507	0	(249,956)	112.15%
SEWER	1,535,476	127,956	210,937	(82,981)	1,656,952	0	(121,476)	107.91%
ELECTRIC	27,051,283	2,254,274	3,568,422	(1,314,149)	21,918,842	0	5,132,441	81.03%
UTILITY BILLING	611,633	50,969	63,681	(12,712)	518,582	0	93,051	84.79%
INFORMATION TECHNOLOG	325,453	27,121	26,162	959	269,020	0	56,433	82.66%
INDIRECT	8,807,860	733,988	2,134,213	(1,400,224)	9,371,382	0	(563,522)	106.40%
TOTAL UTILITY FUND	40,687,097	3,390,591	6,290,325	(2,899,733)	36,339,485	0	4,347,612	89.31%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED 100%
 % BUDGET EXPENDED 89%

Mr. Pat Jones, Finance Director, presented the Council with the Finance Report. According to the May 31st report we are in the black on the General Fund Report and should end the year with close to \$100,000. Those funds will go to the fund balance of the general fund. At 100% of the year reported we have 100.87% of revenue that we projected and 99.88% of our expenditures expended. In the Utility Fund, revenues and expenditures have been posted and are within 89% of expenditures budgeted. We expect the auditors here between the end of July and first of August. The Tax Commission meeting will be on Wednesday where we will get a report on how we are doing for the first month of the fiscal year and present that at the next meeting.

Mayor Posey stated how amazed he was with the Bead Town workshops. Stephan Wagner is doing great things and there will be a press conference Wednesday, July 24, 2013 at 9:30 a.m. at the NSU Orville Hanchey Gallery.

Mayor Posey stated the Public Works Department has been cutting several areas around town in preparation for the school buses as school begins on August 12th. The City is working to get all the limbs going up 14 feet into the air space on the right of way of the City.

Mayor Posey stated Lafayette Street will be opened tomorrow afternoon, July 23, 2013 until the hotel project begins. There is currently no time frame on when the hotel project will begin, but the City will keep the public informed.

With no further discussion, the Mayor made a motion for adjournment and all were in favor. The meeting was adjourned at 5:54 p.m.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE